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7 **UNITED STATES DISTRICT COURT**  
8 **CENTRAL DISTRICT OF CALIFORNIA**  
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10 THOMAS DOUGHTY,

11 Plaintiff,

12 v.  
13

14 PELICAN INVESTMENT HOLDINGS,  
15 LLC d/b/a AUTO SERVICE  
16 DEPARTMENT

17 Defendant.  
18  
19

Case No.: 8:24-cv-01926-FWS-ADS

**[Proposed] Order Granting Plaintiff's  
Motion for Default Judgment**

Hon. Fred W. Slaughter

20 Pending before the Court is Plaintiff Thomas Doughty's ("Plaintiff") Motion  
21 for Default Judgment.

22 On December 9, 2025, Plaintiff filed a Motion for Default Judgment seeking  
23 \$716,000.00 in statutory damages pursuant to Plaintiff's claims against Defendant  
24 Pelican Investment Holdings, LLC d/b/a Auto Service Department for violations of  
25 the Telephone Consumer Protection Act, 47 U.S.C. §§ 227 *et seq.* ("TCPA").

26 **Local Rule 55-1**

27 Plaintiff's Motion complies with Local Rule 55-1. Plaintiff accompanied the  
28 Motion with a sworn declaration stating that "(a) default was entered against

1 Defendant Pelican Investment Holdings, LLC d/b/a Auto Service Department on  
2 November 12, 2024 (ECF No. 13) and again on August 26, 2025 (ECF No. 31); (b)  
3 default had been entered originally in response to Plaintiff's Motion for Clerk's Entry  
4 of Default (ECF No. 12) and subsequently in response to this Court's order on Motion  
5 for Summary Judgment (ECF No. 30)—the pleadings associated with default are  
6 Plaintiff's originally filed Complaint (ECF No. 1); (c) the defaulting party is not an  
7 infant or incompetent person; (d) the Servicemembers Civil Relief Act (50 U.S.C.  
8 App. § 521) does not apply; and (e) notice shall be served on the defaulting party  
9 concurrently with the filing of this Motion and, because the defaulting party has  
10 appeared in this case, in accordance with Fed. R. Civ. P. 55(b)(2)."

11 **Eitel Factors**

12 The Ninth Circuit has set forth seven factors to be considered by courts in  
13 reviewing a motion for default judgment: (1) the possibility of prejudice to the  
14 plaintiff, (2) the merits of plaintiff's substantive claim, (3) the sufficiency of the  
15 complaint, (4) the sum of money at stake in the action, (5) the possibility of a dispute  
16 concerning material facts, (6) whether the default was due to excusable neglect, and  
17 (7) the strong policy underlying the Federal Rules of Civil Procedure favoring  
18 decision on the merits. *Eitel v. McCool*, 782 F.2d 1470, 1471-72 (9th Cir. 1986).  
19 Furthermore, when considering whether to grant default judgment, courts generally  
20 assume the factual allegations of the complaint to be true. *Televideo Systems, Inc. v.*  
21 *Heidenthal*, 826 F.2d 915, 917-18 (9th Cir. 1987).

22 Here, an analysis of the *Eitel* factors demonstrates that the *Eitel* factors weigh  
23 in favor of entering default judgment on Plaintiff's claims against Defendant in this  
24 action because Plaintiff would be prejudiced and left without remedy in the absence  
25 of a default judgment; Plaintiff's complaint sufficiently states claims for violations of  
26 the TCPA against Defendant and especially in light of Defendant's default and refusal  
27 to substantively engage in litigation Plaintiff is likely to succeed on the merits of his  
28 complaint against Defendant; the amount of money at stake is based on damages  
provided by statute and not unreasonable in light of Defendant's conduct in disregard

1 for applicable law; defendant has made no attempt to challenge the accuracy of the  
2 allegations in the complaint, no factual disputes exist that preclude the entry of default  
3 judgment; Defendant has been properly served, appeared, and is otherwise aware of  
4 this action so there is no possibility of excusable neglect; and termination of a case  
5 before hearing the merits is allowed whenever a defendant fails to defend an action  
6 and forfeited its opportunity to defend itself on the merits.

7 **Damages**

8 Based on Plaintiff's Complaint, the declarations and exhibits provided, and the  
9 memorandum of points and authorities submitted in support of the instant motion,  
10 \$716,000 in statutory damages requested to be awarded to Plaintiff against Defendant  
11 is reasonable.

12 **Conclusion**

13 Having considered Plaintiff's motion, the papers and declarations submitted  
14 therewith, as well as the operative complaint and the record in this action, and good  
15 cause appearing therein, **IT IS HEREBY ORDERED** that Plaintiff's Motion for  
16 Default Judgment is GRANTED and Plaintiff is awarded the following damages to be  
17 paid by Defendant Pelican Investment Holdings, LLC d/b/a Auto Service Department:

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  - Statutory damages in the sum of \$716,000.00.

19 **IT IS SO ORDERED.**

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22 DATED: \_\_\_\_\_

23 \_\_\_\_\_  
24 HONORABLE FRED W. SLAUGHTER  
25 UNITED STATES DISTRICT JUDGE  
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